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5 Attorneys for Defendant and Counterclaim
6 Plaintiff TEAK WAREHOUSE, INC.

7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 **SAN JOSE DIVISION**

E-FILED - 1/10/08

12 KINGSLEY-BATE LTD., a Delaware
Corporation,

13 Plaintiff,

14 vs.

15 TEAK WAREHOUSE, INC., a California
16 Corporation,

17 Defendant.

18 TEAK WAREHOUSE, INC., a California
Corporation,

19 Counterclaim Plaintiff,

20 vs.

21 KINGSLEY-BATE LTD., a Delaware
22 Corporation,

23 Counterclaim Defendant.

Case No. C-06-3946-RMW (PVTx)

**STIPULATION OF DISMISSAL WITH
PREJUDICE OF COMPLAINT AND
COUNTERCLAIM AND ORDER**

Complaint Filed: June 26, 2006

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1 **TO THE COURT AND TO ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 This Stipulation of Dismissal with Prejudice of Complaint and Counterclaim (the
4 "Stipulation") is made between Defendant and Counterclaim Plaintiff TEAK WAREHOUSE,
5 INC. ("Teak") and Plaintiff and Counterclaim Defendant KINGSLEY-BATE, LTD.
6 ("Kingsley"), through their undersigned counsel of record, pursuant to Rules 41(a)(1) and 41(c)
7 of the Federal Rules of Civil Procedure, with reference to the following:

8 A. On August 29, 2007, Teak and Kingsley participated in an Early Neutral
9 Evaluation Conference (the "ENEC") with Early Neutral Evaluator, Nathan Lane, III, Esq.
10 (Squire, Sanders & Dempsey, LLP, One Maritime Plaza, Suite 300, San Francisco, California
11 94111). The parties reached a conditional settlement agreement at the ENEC.

12 B. Subsequent to the ENEC, the parties further negotiated the terms of settlement,
13 and reached a formal agreement to settle the action in its entirety, including the Complaint and
14 Counterclaim.

15 C. On January __, 2008, Teak and Kingsley executed a written Agreement of
16 Settlement and Mutual Release (the "Settlement Agreement").

17 D. Pursuant to paragraph 13 of the Settlement Agreement, the parties expressly
18 agreed that the United States District Court, Northern District of California, shall retain
19 jurisdiction over the parties to enforce the Settlement Agreement.

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1 Accordingly, IT IS HEREBY STIPULATED by and between the parties, through their
2 designated counsel, that the above-captioned action, including the Complaint and Counterclaim,
3 be and hereby is dismissed with prejudice pursuant to Rules 41(a)(1) and 41(c) of the Federal
4 Rules of Civil Procedure.

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6 Dated: January __, 2008

DAVID M. BASS & ASSOCIATES

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8 By: _____
9 David M. Bass
10 Attorneys for Defendant and Counterclaim
11 Plaintiff TEAK WAREHOUSE, INC.

12
13 Dated: January 9, 2008

ASKEW & ASSOCIATES

14 By: James A. Askew
15 James A. Askew
16 Attorneys for Plaintiff and Counterclaim
17 Defendant KINGSLEY-BATE, LTD.

18 IT IS SO ORDERED:

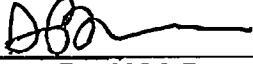
19
20 January __, 2008

21 Judge Ronald M. Whyte
22 United States District Court
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1 Accordingly, IT IS HEREBY STIPULATED by and between the parties, through their
2 designated counsel, that the above-captioned action, including the Complaint and Counterclaim,
3 be and hereby is dismissed with prejudice pursuant to Rules 41(a)(1) and 41(c) of the Federal
4 Rules of Civil Procedure.

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6 Dated: January 10, 2008

DAVID M. BASS & ASSOCIATES

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8 By: 
9 David M. Bass
10 Attorneys for Defendant and Counterclaim
Plaintiff TEAK WAREHOUSE, INC.


11 Dated: January __, 2008

ASKEW & ASSOCIATES

12
13 By: _____
14 James A. Askew
Attorneys for Plaintiff and Counterclaim
15 Defendant KINGSLEY-BATE, LTD.
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18 IT IS SO ORDERED:

19
20 January 10, 2008


21 Judge Ronald M. Whyte
22 United States District Court
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